



JONATHAN E. FIELDING, M.D., M.P.H.  
Director and Health Officer

JOHN F. SCHUNHOFF, Ph.D.  
Acting Chief Deputy

313 North Figueroa Street, Room 806  
Los Angeles, California 90012  
TEL (213) 240-8117 • FAX (213) 975-1273

www.lapublichealth.org



BOARD OF SUPERVISORS

Gloria Molina  
First District

Yvonne B. Burke  
Second District

Zev Yaroslavsky  
Third District

Don Knabe  
Fourth District

Michael D. Antonovich  
Fifth District

February 20, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 3 WITH ATLAS DATABASE SOFTWARE  
CORPORATION (dba ATLAS DEVELOPMENT CORPORATION) TO COUNTY  
AGREEMENT NO. H-701820 (All Districts) (3 Votes)**

CIO RECOMMENDATION:

☒ APPROVE      [ ] DISAPPROVE      [ ] APPROVE WITH MODIFICATIONS

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize and instruct the Director of Public Health, or his designee, to sign Amendment No. 3, to the Software Programming and Services County Agreement No. H-701820 (Atlas Agreement), with Atlas Database Software Corporation (dba Atlas Development Corporation) (Atlas), substantially similar to Exhibit I: a) to provide for enhanced program modification and development, hosting and maintenance of the communicable disease reporting system known as the Visual Confidential Morbidity Report (vCMR) system, to support a bioterrorism preparedness, surveillance, and epidemiology response system, and b) to increase the total maximum obligation by \$216,466, from \$1,748,236 to \$1,964,702, effective upon date of Board approval through August 31, 2007, utilizing 100% redirected funds from federal Fiscal Year (FFY) 2006-07 Centers for Disease Control and Prevention (CDC), Bioterrorism Preparedness Response (BPR) Notice of Cooperative Agreement No. U90/CCU917012-07-3, with an automatic renewal to August 31, 2008, contingent upon receipt of federal funding, at no additional net County costs.

2. Delegate authority to the Director of the Department of Public Health (DPH), or his designee, to execute amendments to the Atlas Agreement not to exceed 30% of the maximum obligation for the twelve-month automatic renewal period ending date of August 31, 2008, contingent upon federal funding and to allow new tasks and deliverables to the Statement of Work (SOW) that will not affect the County agreed upon overall objective of the project, subject to review and approval by County Counsel, Chief Administrative Office, Chief Information Officer and notification of Board offices.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

In approving these actions, the Board is authorizing the Director of DPH or his designee, to sign Amendment No. 3 with Atlas to: 1) increase the total maximum County obligation by \$216,466 from \$1,748,236 to \$1,964,702, effective upon date of Board approval through August 31, 2007; 2) delegate authority to the Director of DPH, or his designee, to execute amendments to the Atlas Agreement not to exceed 30% of the maximum obligation for the twelve month automatic renewal period, contingent upon federal funding, and changes to the Statement of Work (SOW) that will not affect the County agreed upon overall scope, objective, direction or outcome of the project, subject to review and approval of County Counsel, Chief Administrative Office, Chief Information Officer and notification of Board offices.

Atlas will use the additional funds to assist the DPH with continued implementation of electronic laboratory reporting and enhancements to ensure full CDC Public Health Information Network and National Electronic Disease Surveillance Systems Certification and to provide hosting and maintenance of the vCMR.

FISCAL IMPACT/FINANCING:

Amendment No. 3 to the Atlas Agreement will increase the total maximum County obligation by \$216,466, from \$1,748,236 to \$1,964,702, 100% offset by CDC NCA No. U90/CCU917012-07-3 (Exhibit II), at no additional net County costs.

Funding for this amendment is included in the Fiscal Year 2006-07 Final Budget and will be requested in future fiscal years. There is no additional net County cost associated with these actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Since September 10, 1996, the Board has accepted funding from the CDC to develop and maintain a surveillance response to infectious diseases program. On May 19, 1998, the Board approved the agreement with Atlas to assist the DPH in the development of the vCMR software computer system.

On November 1, 2005, the Board approved a retroactive renewal agreement with (Agreement No. H-701820) Atlas to provide for additional software programming tasks and deliverables in the amount of \$912,050, effective September 1, 2005 through August 31, 2006, with an automatic extension through August 31, 2007; and delegated authority to execute amendments to the agreement.

On May 2, 2006, the Board approved Amendment No. 1 to the Atlas Agreement to increase the maximum County obligation and add additional programming tasks and deliverables for the continued implementation of electronic interfaces at laboratories throughout Los Angeles County in support of bioterrorism preparedness activities, and approved a 12-month extension to increase the maximum County obligation in the amount of \$496,161 to \$1,408,211, effective date of Board approval through August 31, 2008 for additional services and enhancements.

On August 3, 2006, the Director of DPH exercised delegated authority (Amendment No. 2 to Atlas Agreement No. H-701820) to increase the maximum obligation by \$340,025 to \$1,748,236 for Fiscal Year 2006, which enhanced the modification of the program's database and support the bioterrorism preparedness, surveillance, and epidemiological response systems, utilizing supplemental funding from the CDC bioterrorism Grant Award No. U90/CCU917012-06.

On January 16, 2007, the DPH received BPR NCA No. U90/CCU917012-07-3 which provides \$216,466, in redirected funds which will be utilized to cover the cost for Amendment No. 3 to the Atlas Agreement. Amendment No. 3 among other things, allocate these funds to the Atlas Agreement.

Attachment A provides additional information. County Counsel has approved Exhibit I as to use and form.

#### CONTRACTING PROCESS:

The Board originally approved Agreement No. H-701820 on November 1, 2005, under County Contract No. H-701820.

Atlas was awarded an initial sole source agreement because of its proprietary rights to the only available Graphical User Interface (GUI) for the County's Automated Vital Statistical System (AVSS). Atlas was approved access to AVSS for development and implementation of vCMR.

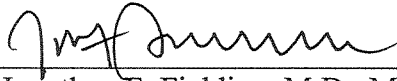
#### IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the Amendment with Atlas will allow the continued utilization of funds as awarded by the CDC to enhance the DPH's ability to respond to acts of bioterrorism.

The Honorable Board of Supervisors  
February 20, 2007  
Page 4

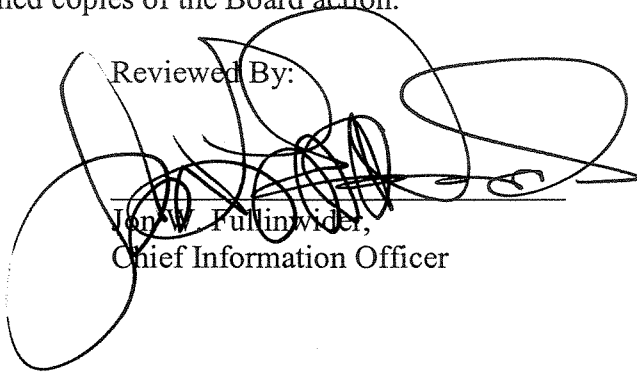
When approved, the DPH requires three signed copies of the Board action.

Respectfully submitted,



Jonathan E. Fielding, M.D., M.P.H.  
Director and Health Officer

Reviewed By:



Jon W. Fullinwider,  
Chief Information Officer

Attachments

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

**SUMMARY OF AGREEMENT**  
(ATLAS DATABASE SOFTWARE CORPORATION)

1. Type of Service:

Atlas Database Software Corporation provides programming services to assist the Department in the development of internet-based reporting of communicable disease outbreaks and continued implementation of electronic laboratory interfaces at laboratories throughout Los Angeles County in support of bioterrorism preparedness activities.

2. Agency Address and Contact Person:

Atlas Database Software Corporation  
dba Atlas Development Corporation  
26679 West Agoura Road, Suite 200  
Calabasas, California 91302  
Attention: Stephen C. Atlas, Vice President  
Telephone: (818) 340-7080  
Facsimile: (818) 340-7079  
Electronic Mail: satlas@atlasdev.com

3. Term:

Effective upon the date of Board of Supervisors' approval through August 31, 2007, with a provision for a 12-month extension through August 31, 2008, pending future federal funding.

4. Financial Information:

Amendment No. 3 to the Atlas Agreement will increase the total maximum County obligation of \$216,466, from \$1,748,236 to \$1,964,702, 100% offset by funds from the CDC, at no additional net County costs.

Funding for this amendment is included in the Fiscal Year 2006-07 Final Budget and will be requested in future fiscal years. There is no additional net County cost associated with these actions.

5. Primary Geographic Area To Be Served:

All Districts

6. Designated Accountable for Program Evaluation:

Irene Culver, Program Manager, Electronic Disease Surveillance Systems (EDSS),  
Acute Communicable Disease Control Program

7. Approvals:

Public Health:	Jonathan E. Fielding, M.D., M.P.H.
Information Systems Branch:	Jon W. Fullenwider, Chief Information Officer
Contracts and Grants Division:	Gary T. Izumi, Acting Chief
County Counsel (review):	Amanda M. L. Drukker, Deputy County Counsel

# CIO ANALYSIS

## DEPARTMENT OF PUBLIC HEALTH RENEWAL AGREEMENT WITH ATLAS DATABASE SOFTWARE CORPORATION, COUNTY AGREEMENT NO. 701820 - AMENDMENT NO. 3 (All Districts) (3 Votes)

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION  
☐ DISAPPROVE

### Contract Type:

☐ New Contract ☒ Contract Amendment ☐ Contract Extension  
☐ Sole Source Contract

New/Revised Contract Term: Base Term Yrs: 1 # of Option Yrs 1

### Contract Components:

☒ Software ☐ Hardware ☐ Telecommunications  
☒ Professional Services

Project Executive Sponsor: Jonathan Fielding, M.D., M.P.H, Director and  
Health Officer

### Budget Information :

Y-T-D Contract Expenditures	\$ 1,748,236
Requested Contract Amount for FY2006-07	\$ 216,466
Aggregate Contract Amount	\$ 1,964,702 (+ as much as an additional 30% for FY 2007-08, if additional federal funding becomes available)

### Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project subvented? If yes, what percentage is offset? 100% by Center for Disease Control and Prevention (CDC), Bioterrorism Preparedness Response (BPR) redirected funds
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved?

**Strategic Alignment:**

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan (BAP)?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).)?

**Project/Contract Description:**

The Department of Public Health (DPH) is recommending that your Board delegate authority to its Director, or his designee, to sign Amendment No. 3 to Agreement H-701820, with Atlas Database Software Corporation (Atlas). DPH is additionally recommending that authority be granted to its Director to further amend Agreement H-701820 and increase the contract maximum in an amount not to exceed 30% of the then contract maximum for the automatic renewal period ending August 31, 2008, contingent upon the availability of federal funding, and to allow new tasks and deliverables to the Statement of Work that will not affect the County agreed-upon overall scope of the project. This request asks the Board to delegate authority to the Director of DPH that exceeds the 10% increase limit referenced in Board Policy 5.120, however, prior amendments to this contract have permitted similar authority not to exceed 25% of the contract maximum. DPH is anticipating receiving additional federal grant dollars for this project for FY2007-08 that could be as much as \$500,000 and desires the authority to accept and apply those funds without having to return to your Board for additional approval.

Upon the Board's approval of this Amendment, Atlas will continue to maintain and host the vCMR application. These funds will also cover the costs of proprietary license fees for DPH's use of the Atlas Software products.

**Background:**

On September 10, 1996, the Board accepted funding from the CDC to develop and maintain a surveillance response to infectious diseases. On May 19, 1998, the Board approved the Agreement with Atlas to assist the Department of Health Services' Public Health Programs and Services (PHP&S) in the development of the vCMR system. The Board approved nine (9) amendments, since its execution in 1998, to expand the scope of the project. On November 1, 2005, the Board approved a Renewal the Agreement which has been amended on two occasions and will terminate on August 31, 2008. This agreement has been funded by CDC Grants since its inception. Your Board's approval of the recommended actions will include acceptance of a revised CDC grant to fund this amendment.

Under the California Code of Regulations, medical care providers and laboratories are required to report incidents of specific diseases or conditions to their local health department. DPH, with Atlas' help, developed the Visual Confidential Morbidity Report (vCMR) system to make disease

investigation, tracking and reporting more efficient for the County. vCMR accurately manages the investigative cycle of a disease or outbreak from initial date of onset to the final resolution of a case report. DPH has been using vCMR since May 2000.

This amendment does not modify the term of the Agreement; it only increases the aggregate contract amount. The current Agreement will end August 31, 2007, with an automatic 12-month extension through August 31, 2008, contingent upon federal funding availability and obtaining approvals from the Chief Information Office, Chief Administration Office and County Counsel.

**Project Justification/Benefits:**

This amendment will increase the current contract maximum amount by \$216,466 for FY 2006-07 and has the potential of increasing the contract amount up to an additional \$589,000 in FY2007-08 to assist DPH with continued implementation of electronic laboratory reporting and enhancements to ensure full Center for Disease Control and Prevention (CDC) Public Health Information Network and National Electronic Disease Surveillance Systems certification and to provide hosting and maintenance of the vCMR.

**Project Metrics:**

Improvements made to vCMR and related third-party software as a result of this Amendment will greatly enhance DPH's ability to respond to acts of bioterrorism and to receive CDC Certification.

**Impact If Proposal Is Not Approved:**

Continuing software maintenance and hosting services are critical to the reliable capture, reporting and management of contagious diseases within Los Angeles County and the State of California. If this Amendment No. 3 is not approved by your Board it will discontinue necessary ongoing problem correction activities and updates to the applications to ensure the security of the data collected.

**Alternatives Considered:**

No other alternatives were considered. Atlas is the developer of the application and is a unique position to provide the maintenance and hosting services.

**Project Risks:**

There are no identified risks to the Department and County in your Board approving this Amendment No. 3.

**Risk Mitigation Measures:**

None



**Financial Analysis:**

There is no net County cost associated with the Agreement. This Amendment is 100 percent offset by CDC Bioterrorism Supplemental Grant funds.

**CIO Concerns:**

None

**CIO Recommendations:**

The CIO recommends Board approval.

**CIO APPROVAL**

Date Received: February 1, 2007

Prepared by: Earl Bradley

Date: February 5, 2007

Approved: Meg Meloney

Date: February 5, 2007

**EXHIBIT I**

Contract # H-701820-3

**SOFTWARE PROGRAMMING AND SERVICES AGREEMENT**

**AMENDMENT NO. 3**

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day of

\_\_\_\_\_, 2007,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

ATLAS DATABASE SOFTWARE  
CORPORATION (dba Atlas  
Development Corporation) (hereafter  
"Contractor").

WHEREAS, reference is made to that certain document entitled "SOFTWARE PROGRAMMING AND SERVICES AGREEMENT", dated September 1, 2005, and further identified as County Agreement No. H-701820 and any amendments thereto together with all exhibits and attachments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement to provide for changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

NOW, THEREFORE, the parties hereby agree as follows:

1. Capitalized terms used in this Amendment without definition have the meanings given to such terms in the Agreement.

1. Capitalized terms used in this Amendment without definition have the meanings given to such terms in the Agreement.

2. This Amendment shall become effective upon the date of County's Board of Supervisors' approval.

3. Paragraph 1, APPLICABLE DOCUMENTS AND DEFINITIONS, Subparagraph 1.1, INTERPRETATION shall be revised as follows:

"1.1 INTERPRETATION:

Exhibits A, B, C, D, E, F, G, H and I are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, Subtasks, Deliverables, goods, services or other work, or otherwise, between the body of this Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency, shall be resolved by giving precedence first to the body of this Agreement and then to the Exhibit according to the following priority:

Exhibit A - Statement of Work

Exhibit B - Schedule of Payments

Exhibit C - Listing of Hardware and Software

Exhibit D - Contractor Employee Acknowledgement and  
Confidentiality Agreement

- Exhibit E - Determination of Contractor Non-Responsibility and Debarment Ordinance
- Exhibit F - IRS Notice 1015
- Exhibit G - Contractor's EEO Certification
- Exhibit H - Contractor's Obligation As A Business Associate Under The Health Insurance Portability And Accountability Act of 1996
- Exhibit I - Hosting Services"

4. Paragraph 1, APPLICABLE DOCUMENTS AND DEFINITIONS,  
Subparagraph 1.3, DEFINITIONS, shall be revised as follows:

"1.3 DEFINITIONS:

- a. Subparagraph 1.3.7, Contractor Software, shall be revised to delete the reference therein to "Exhibit All" and to replace it with a reference to "Exhibit C, Part II".
- b. Subparagraph 1.3.20, Hardware, shall be revised to delete the reference therein to "Exhibit All" and to replace it with a reference "Exhibit C, Part I".
- c. Subparagraph 1.3.29, Third-Party Software, shall be revised to delete the reference therein to "Exhibit All" and to replace it with a reference to "Exhibit C, Part II".
- d. Subparagraph 1.3.30, Transfer Software, shall be revised to add the phrase, "as additionally described in

Exhibit C, Part II", immediately prior to the final punctuation of such Subparagraph.

- e. Subparagraph 1.3.31, Visual CMR Software, shall be revised to add the phrase, "as additionally described in Exhibit C, Part I", immediately prior to the final punctuation of such Subparagraph.

5. Paragraph 5, TERM, shall be revised as follows:

"5. TERM: This Agreement shall be effective September 4, 2005 and shall continue in full force and effect to and including August 31, 2007, with provision for a twelve (12) month automatic renewal through August 31, 2008, contingent upon future Federal funding.

In the event funding is not obtained, County shall make every effort to notify Contractor of County's inability to extend the agreement as soon as possible. However, in no way shall County's inability to notify Contractor of such lack of funding impact County's right not to extend the Agreement.

Further, Contractor agrees all automatic extensions shall be subject to review and approval by County, Counsel, Chief Administrative Office and the Chief Information Office".

6. Paragraph 8., CONTRACT SUM, of the Agreement shall be revised to read as follows:

"8. CONTRACT SUM:

8.1 GENERAL:

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all tasks, subtasks, deliverables, goods, services and other work requested and specified under this Amendment. All work completed by Contractor must be approved in writing by County. If County does not approve work in writing, no payment shall be due to Contractor for that work. The Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed One Million Nine Hundred Sixty-Four Thousand Seven Hundred Two Dollars (\$1,964,702), for the one (1) year term of this Amendment; other than for a twelve-month automatic renewal through August 31, 2008. The total maximum Contract Sum for the twelve month automatic renewal may be increased, at County's discretion, up to thirty percent (30%) of the prior year maximum Contract Sum.

Notwithstanding any other provision of this subparagraph, Contractor shall fully perform and complete all work required of Contractor by this Agreement in exchange for

the amounts to be paid to Contractor as set forth in this Agreement.

The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor.

8.2 County's Obligation in Future Fiscal Years:

Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder, or by any provision of this Agreement during, any of County's future fiscal July 1 – June 30 fiscal years, unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30<sup>th</sup> of the last County fiscal year for which funds were appropriated. Director shall notify Contractor, in writing, of such non-appropriation of funds at the earliest possible date."

7. Paragraph 62, PROPRIETARY CONSIDERATIONS AND OWNERSHIP OF HARDWARE, SOFTWARE, Subparagraph 62.2, CONTRACTOR PROPERTY, of the Agreement shall be amended to add the following sentence after the final punctuation of such Subparagraph:

"Contractor hereby grants County a perpetual license to use the Contractor Software."

8. Paragraph 62. PROPRIETARY CONSIDERATIONS AND OWNERSHIP

OF HARDWARE, SOFTWARE, Subparagraph 62.10,

THIRD PARTY SOFTWARE AND PROPERTY, of the

Agreement shall be amended to add the following sentence after the final punctuation of such Subparagraph:

“Contractor hereby grants County a perpetual license to use the Third Party Software.”

9. Paragraph 66, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76), of the Agreement shall be added to read as follows:

“66. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, eligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or principals is currently suspended,



debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certified that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer partner, director or other principal of any subcontractor is currently suspended, debarred, eligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractor or any principals of either be suspended, debarred, eligible, or excluded from securing federally funded contracts. Failure of CONTRACTOR to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.”

10. Exhibits A and A-1; STATEMENT OF WORK, shall be amended to delete SUBPARAGRAPHS 1.13, TASK NO. 7, MAINTENANCE AND PROPRIETARY LICENSE, AND 1.14, DELIVERABLE NO. 7, MAINTENANCE AND PROPRIETARY LICENSE, OF EXHIBIT A (Part II), and to replace them with SUBPARAGRAPHS 1.13, TASK NO. 7 MAINTENANCE AND HOSTING, AND 1.14, DELIVERABLE NO. 7, MAINTENANCE AND HOSTING, as set forth on Addendum No. 1 to this Amendment, attached hereto, and incorporated herein by reference.

11. Addendum No. 2 to this Amendment shall be added to the Agreement as EXHIBIT J, HOSTING SERVICES, and is incorporated herein by this reference.

12. Exhibit C, Listing of Hardware and Software, shall be deleted and replaced with Addendum No. 3 to this Amendment, attached to this Amendment and incorporated herein by reference.

13. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health

/

/

/

/

/

/

/

/

/

/

/

/

/

/

Services and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Jonathan E. Fielding, M.D., M.P.H.  
Director and Health Officer

ATLAS DATABASE SOFTWARE CORPORATION  
dba ATLAS DEVELOPMENT CORPORATION  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF COUNTY COUNSEL:  
COUNTY COUNSEL

By \_\_\_\_\_  
Amanda M.L. Drukker  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

DEPARTMENT OF PUBLIC HEALTH

By \_\_\_\_\_  
Gary T. Izumi, Acting Chief  
Contracts and Grants Division

RDT:02/05/07

**STATEMENT OF WORK**  
Fiscal Year 06/07  
Amendment No.3  
(Total Funds Requested = \$216,466)  
Contract No.H-70182

**VISUAL CONFIDENTIAL MORBIDITY REPORT (vCMR)**

1.13 **TASK NO.7 MAINTENANCE AND HOSTING** – Maintenance and Support Services, as described in the Agreement and Attachment C to Exhibit A, and Hosting Services, as described in Exhibit I, for the following Software and Hardware:

1.13.1.2 vCMR Software Maintenance and Support Fiscal Year 06/07 = \$85,000

1.13.2.2 Yearly Third Party Software Maintenance for the following software products to support current and future Users of VCMR:

• Cache (125 users)	=	\$15,300
• Cache Shadowing (120 Users )	=	12,000
• Melissa Data (Address Standardization)	=	2,500
• Ferguson Cache	=	3,600
• Nevada Cache	=	<u>3,600</u>
Subtotal		\$37,000

1.13.3.2 Yearly Hosting fees for the following to support current and future Users of vCMR

• vCMR Hosting (IS West Data Center)	=	\$43,000
• ECI Server Hosting (\$1.400/month)	=	16,800
• Lab Works Server Hosting (\$1.400/month )	=	16,800
• vCMR Demo Server Hosting (\$700/month)	=	<u>8,400</u>
Subtotal		\$85,000

1.13.4.2 Atlas Proprietary License Fees

• ADDS	=	\$ 590
• ARNOLD	=	1,800
• LabWorks	=	650
• ECI (Enhanced Case Investigation)	=	1,026
• Web CMR CD Keys (\$450 mthly)	=	<u>5,400</u>
Subtotal		\$9,466

Total \$216,466

1.14 DELIVERABLE NO.7 MAINTENANCE AND HOSTING

1.14.1.2 Contractor shall provide Maintenance and Support Services for the Software as outlined in Task NO.7 - 1.13.1.2 above.

1.14.2.2 Contractor shall provide Maintenance and Support Services for the Software as outlined in Task NO.7 - 1.13.2.2 above.

1.14.3.2 Contractor shall provide Hosting Services as outlined in Task NO.7 - 1.13.3.2 above.

## Exhibit I Hosting Services

### vCMR Hosting - Addendum Terms and Conditions

#### 1. Definitions.

- 1.1 "Agreement" means County Agreement No. H-701820 and any amendments thereto (together with all change orders, exhibits and attachments).
- 1.2 "ATLAS" means Contractor as defined in the Agreement.
- 1.3 "Authorized Users" means users authorized by CLIENT to access the Network to use the Hosted Software, including (without limitation), employees, independent contractors and others performing work for or on behalf of CLIENT, any health care provider or laboratory, or any governmental entity who are granted access to the Hosted Software. For purposes of this Addendum, ATLAS is not an Authorized User.
- 1.4 "CLIENT" means County as defined in the Agreement.
- 1.5 "CLIENT Network" means a LAN, WAN or VPN at the CLIENT site maintained and used by CLIENT to access the Hosted Software.
- 1.6 "CLIENT Site" means the site of CLIENT's operations at 313 N. Figueroa St., Los Angeles, CA 90012, or such other site as CLIENT notifies ATLAS from time to time.
- 1.7 "CLIENT System" means any computer hardware, software, telecommunication or other equipment maintained by CLIENT or any Authorized User. For purposes of this Addendum, "Client System" includes the ECI Server, the LabWorks Server and the vCMR Demo Server.
- 1.8 "Data Center" means the ATLAS contracted facilities where the Network is co-located.
- 1.9 "Hosting Services" means the services that are the subject of this Addendum.
- 1.10 "Hosted Software" means the internet accessible version of Software described in **Schedule 1.5** that is being hosted by ATLAS at the Data Center.
- 1.11 "Network" means the network of servers and related hardware and software maintained by ATLAS at the Data Center (as the same may change from time to time) that supports the web links and protocols through which Authorized Users at the CLIENT Site access the Hosted Software which is on the CLIENT System at the Data Center.
- 1.12 "Server" means a computer system running Atlas LabWorks Central Server software, whether it is being hosted by CLIENT or ATLAS.

- 1.13 "Specifications" means the written description of the functionality of the Network, as set forth in **Schedule 1.6** of this Addendum.
- 1.14 "Term" means the term of this Addendum as set forth in **Section 6**.
- 1.15 "Territory" means the United States.

#### 2. Rights and Authorizations.

- 2.1 **Grant of Rights.** Subject to the payment of all applicable fees and costs (as set forth in the Agreement and all other terms and conditions of this Addendum, ATLAS grants to CLIENT and any Authorized Users a non-exclusive, non-transferable, license during the Term of this Addendum to access the Network.
- 2.2 **CLIENT Authorization.** CLIENT authorizes ATLAS to electronically store, retrieve, handle, process and transmit all data received from CLIENT and any and all Authorized Users of the Hosted Software for so long as it performs the Hosting Services. Without limiting the generality of the foregoing, CLIENT grants to ATLAS all required and necessary permissions and authorizations to ensure that ATLAS may fully carry out its obligations under this Addendum, and CLIENT agrees to fully cooperate in providing any further documentation, including the execution of written applications, permissions, authorizations, certifications or other documents, whether they may be required as of the Effective Date or may become necessary at any time thereafter. CLIENT warrants and represents that it has all requisite power and authority to enter into this Addendum.
- 3 **Relocation.** At any time during the Term, CLIENT may relocate the Hosted Software to its own hardware and network, subject to the payment of any fees for ATLAS's services in facilitating the relocation at ATLAS's then prevailing rates. ATLAS's responsibility for hardware and other support of the Network will cease and ATLAS will continue to perform its obligations for the remainder of the Term of this Addendum.
- 4 **Access to Equipment.** Except as otherwise provided in this Section, ATLAS is responsible for all equipment, servers, software and communications within its Data Center. To the extent that CLIENT is required to maintain equipment outside the Data Center (whether during the period ATLAS is providing Hosting Services, or after CLIENT elects to relocate under Section 3.10) CLIENT shall provide ATLAS with access to any such equipment at any time such access is needed for ATLAS to perform its responsibilities under this Addendum. CLIENT shall also provide, as necessary for ATLAS to perform its responsibilities under this Addendum, access to the Hosted Software, Network and any CLIENT System which is owned or controlled by CLIENT for the purpose of performing its support obligations under this Addendum and the Agreement.
  - 4.1 ATLAS is not responsible for (i) any CLIENT System (except for the ECI Server, the LabWorks Server and the vCMR Demo Server, ATLAS shall monitor such CLIENT Systems, advise CLIENT of possible maintenance needs for such CLIENT Systems and, pursuant to a Change Notice executed in accordance with Paragraph 7 of the body of the

Agreement, facilitate such maintenance at CLIENT's specific direction); (ii) the transmission to the Data of clinical or public health information by any Authorized User; (iv) CLIENT's or any Authorized User's access to the Network, or any data supplied by CLIENT or any Authorized User; or (v) any equipment needed by CLIENT or any Authorized User to access the Network or to use the Hosted Software, provided, however, that ATLAS shall exercise a reasonable degree of care when access CLIENT's equipment or any CLIENT System.

- 4.2 In the event access to the Network requires that CLIENT or an Authorized User install additional communications connections, ATLAS shall not be responsible for the costs associated with such connections. To the extent that installing or providing of such access results in ATLAS incurring additional time, cost, or expense, ATLAS and CLIENT will agree upon fees due for such implementation.

## 5 Warranties and Disclaimers.

- 5.1 **Authorization.** ATLAS and CLIENT each warrant that they have the right to enter into this Addendum and perform its obligations hereunder.
- 5.2 **Performance Warranty.** ATLAS warrants that the Network will function and perform in all material respects in accordance with the Specifications and any SOW, as the same may be amended and updated by mutual agreement of the parties. If CLIENT notifies ATLAS of a breach of the foregoing warranty, or if ATLAS otherwise becomes aware of a breach of the foregoing warranty, ATLAS shall investigate and correct such failure at no cost to CLIENT. ATLAS will operate the Network from and after the acceptance date (and for so long as ATLAS continues to provide Hosting Services) in all material respects in accordance with the Service Level Agreement set forth as Schedule 1.6 to this Addendum.
- 5.3 **Exemptions.** CLIENT acknowledges and agrees that ATLAS shall not be responsible for Network or Hosted Software unavailability due to (i) outages caused by the failure of a public telecommunications network or the negligent, grossly negligent or willful actions of CLIENT, any Authorized User or any other third party, or (ii) errors in coding in, or any other aspect of the electronic files containing information supplied by CLIENT or any Authorized User, (iii) unauthorized use or misuse by users of the Network; or (iv) CLIENT's failure to provide access as required under this Addendum or (iv) any other matter beyond ATLAS's reasonable control. The actual transaction volume for the system currently is [ ] transactions per year. This volume will be reviewed at least once per year, not later than thirty (30) days after the anniversary of the Effective Date of this Addendum to determine if actual transaction volume has increased.. In the event such transaction volume has increased over the prior year by more than twenty (20%) then ATLAS shall inform CLIENT of such increase and the parties shall endeavor to agree on increases in hardware, software, or service levels at the Data Center that

may be required, together with mutually agreeable increases in the fees set forth in this Addendum, in accordance with the amendments procedures set forth in the Agreement, in order to defray any increased costs that ATLAS is being asked to assume. In the event that the parties cannot agree, ATLAS shall not be responsible for failure to meet the Service Level Agreement in Schedule 1.6, so long as it uses commercially reasonable efforts to meet such availability requirements.

- 5.4 **Disclaimer.** EXCEPT AS PROVIDED ABOVE AND/OR SPECIFICALLY PROVIDED IN THE AGREEMENT, ALL INFORMATION, TECHNOLOGY AND SERVICES PROVIDED BY ATLAS UNDER THIS ADDENDUM ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ATLAS EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT WITH RESPECT TO SUCH INFORMATION, TECHNOLOGY AND SERVICES.

- 5.5 **Third-Party Disclaimer.** Except as specifically provided above and/or in the Agreement, ATLAS expressly disclaims any warranty, express or implied, relating to any third-party hardware, software or services utilized by (or relied upon by) ATLAS in performing the services hereunder.

- 5.6 **Limitation of Liability.**

- 5.6.1 **Limitation of ATLAS Liability.** NOTWITHSTANDING ANYTHING IN THIS ADDENDUM OR OTHERWISE, AND EXCEPT FOR BODILY INJURY OR BREACHES OF CONFIDENTIALITY OBLIGATIONS, ATLAS SHALL NOT BE LIABLE OR OBLIGATED SOLELY WITH RESPECT TO ANY SUBJECT MATTER OF THIS ADDENDUM OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNTS IN EXCESS OF THE AGGREGATE FEES PAID TO ATLAS BY CLIENT FOR THE USE OF THE SERVICES PROVIDED UNDER THIS ADDENDUM DURING THE TWELVE (12) MONTHS PRIOR TO THE CAUSE OF ACTION, (II) FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; (III) FOR LOST PROFITS; OR (IV) FOR ANY MATTER BEYOND ITS REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO CLIENT.

- 5.6.2 **Limitation of CLIENT Liability.** NOTWITHSTANDING ANYTHING IN THIS ADDENDUM OR OTHERWISE, AND EXCEPT FOR BODILY INJURY OR BREACHES OF CONFIDENTIALITY OBLIGATIONS CLIENT SHALL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS ADDENDUM OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNTS IN EXCESS OF THE AGGREGATE OF FEES PAID OR PAYABLE TO ATLAS BY CLIENT FOR THE NETWORK DURING THE TWELVE MONTHS PRIOR TO THE CAUSE OF ACTION, (II) FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR (III) FOR LOST PROFITS (EXCEPT FOR FEES PAYABLE BY CLIENT TO ATLAS UNDER THIS AGREEMENT). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO ATLAS.

Addendum or CLIENT's termination of this Addendum to the unavailability of funds unless CLIENT pays ATLAS in advance the fees and expenses due ATLAS pursuant to this Section.

## 6. Term and Termination of Addendum.

- 6.1. **Term.** As used in this Addendum, "Term" shall mean the term of the Agreement, as described in Paragraph 5 (Term) of the body of the Agreement.
- 6.2. **Post-Termination Obligations.** In the event of termination of this Addendum, ATLAS will work with suppliers identified by Client to structure a smooth changeover from ATLAS to CLIENT, if CLIENT chooses to host the Hosted Software itself, or to any other supplier of services. Without limiting the foregoing, ATLAS will provide a secure one-time FTP feed of CLIENT's existing user database in a comma-delimited form, and the delivery of all magnetic storage media containing any and all laboratory orders, reports and other patient information, and the destruction of any paper copies of the same, to the extent that ATLAS possesses any of the foregoing at the time the Addendum is terminated, *provided, however*, that nothing in this Section shall be construed to require ATLAS to dispose of any record that it maybe required to maintain pursuant to this Addendum or any applicable law or governmental regulation. ATLAS will assist in cutover from the Network as requested, including establishing a pointer from its main site to the new sites indicated by Client for a period of ninety (90) days following transition from the Network. The obligations of ATLAS under this Section 6.2 are subject to the timely payment by CLIENT of all fees and expenses due under this Addendum, including, without limitation, the fees and expenses ATLAS charges to perform its duties under this Section 6.2. Notwithstanding the foregoing, ATLAS shall have no obligations under this Section if it has terminated this Addendum as a result of CLIENT's breach of its obligations to pay any Fees or other amounts due under this



## **SCHEDULE 1.4 NETWORK OVERVIEW**

This document describes the Network provided as part of the Hosting Services.

### **DATA CENTER**

ISWest  
29219 Canwood Street, Suite 110  
Agoura Hills, California 91301  
887.735.1500  
<http://www.iswest.com>

The facility sits 2 blocks from the Pacific Bell Central Office and only 2 miles from the Verizon Central Office.

#### **Internet Connectivity**

ISWest's network is fully switched using only top quality components from Cisco Systems and Foundry Networks. The Data Center sits on a dual Fiber Optic Sonnet Ring with redundant OC-48's at the core. The facility has enough extra fiber pairs to increase capacity to redundant OC-192's in the future. It has multiple Fiber DS-3 and OC-3 connections to several Tier One backbone providers. The network never runs at over 50% capacity. It fully supports BGP4, which provides great redundancy and helps our data avoid Internet trouble spots. This allows ISWest to offer the speed, redundancy, and reliability we need.

#### **Backup Power**

Full co-location Cabinets include one 20-amp circuit 120/208v AC. Additional AC power may be added. DC -48v and 480v are also available. The UPS system is deployed in parallel redundant configuration with N+1 modules. A ½ megawatt turbo diesel generator provides backup to 100% of customer peak load w/ 24-hour fuel supply and guaranteed refueling contracts. The co-location facility sits 100 yards away from a 66,000-volt substation.

#### **Environmental Controls**

Controls include: Full Data Grade Liebert down-flow HVAC System with N+1 Redundancy, three levels of microprocessor control systems for constant 68 degree ambient air temperature (+/- 2 degrees). Humidity is controlled to a constant 45 % (+/- 5 %). The facility is automated to detect temperature changes and notify ISWest staff 24/7/365. Sensors have been installed under the raised flooring for water detection.

#### **Fire Protection**

The facility's fire system includes an early warning detection system, double pre-action dry pipe system and multiple 100-lb. hand-held Halotron extinguishers.

#### **24-Hour Monitoring and Security**

The facility is monitored on a 24/7/365 basis. Security is enhanced by Biometric Palm Scanner and Card Key access control to the facility and co-location center. High Definition, resolution and back-light compensating security cameras are deployed throughout Data Center, with 24-hour digital recording / 30 day digital video storage. The facility has a Centralized Security station that monitors video and card key access control. After hours, the entire facility is locked down and card key access is necessary to gain entry.

### **Scalable Connectivity**

ISWest's gigabit Ethernet architecture provides fast, clean and redundant connectivity. The entire Data Center is wired with Category-5 wiring for speed and reliability. In addition, the network is fully switched using Cisco Systems networking gear and redundant routers.

### **Structural Stability**

For added structural reliability, co-location cabinets, racks and cages are reinforced against seismic disturbances and are bolted to the concrete slab and braced to the walls by the overhead ladder racks.

## **SCHEDULE 1.5**

### Custom Software Modules

- WebvCMR
- GASA
- 

### Third Party Software

- InterSystems Cache

### Network Access

- Lan-to-Lan VPN between Calabasas Network and Los Angeles County.

The software modules listed above will be hosted on equipment provided by Los Angeles County. Subject to the provisions of Section 5.3, Atlas will provide any other hardware and software to meet its service obligations under the addendum and facilitate VPN access for a Shadow Server and data backup.

## **SCHEDULE 1.6**

### **Service Level Agreement**

At all times ATLAS provides Hosting Services under the Addendum, ATLAS shall maintain the following service levels:

1. The Service Level Warranty provided in this Addendum shall not apply to any services other than bandwidth and facility services, and, shall not apply to performance issues (i) caused by factors outside of ATLAS's reasonable control; (ii) that resulted from any actions or inactions of CLIENT or any third parties; or [(ii) that resulted from CLIENT's equipment and/or third party equipment (other than equipment provided by ATLAS under this Addendum)].
2. For purposes of this Service Level Agreement, the term "Uptime" shall mean all Operating Hours (as defined in paragraph 3) except for time devoted to Scheduled Maintenance (as defined in paragraph 4) and to any time during which service is lost due to the factors described in paragraph 1.
3. The Network will be operated on a twenty-four hour per day, seven-day per week basis (the "Operating Hours").
4. "Scheduled Maintenance" will be performed between the hours of 11PM and 3AM Pacific Time and such maintenance may result in interruptions in service during the Operating Hours.
5. Subject to the limitations set forth in paragraphs 1, 2, 3, and 4 of this Addendum, ATLAS warrants and represents that access to the Network shall otherwise be available ninety-eight (98%) of the Uptime in any calendar quarter during the Term (the "Service Level Warranty").
6. In the event of a breach of the Service Level Warranty, as the sole remedy for such breach ATLAS shall credit to CLIENT's account a pro-rata portion of the hosting fee paid by CLIENT attributable the period of such breach. Without limiting ATLAS' ongoing obligation to remedy such breach and maintain the specified Uptime going forward, such credit shall be CLIENT's sole remedy for such breach.
7. CLIENT must exercise its right to a refund under paragraph 6 by written notice delivered to ATLAS not later than thirty (30) days after the close of the calendar quarter in which the breach occurred.

**Exhibit C**

**List of Hardware and Software**

**LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES  
HARDWARE AND SOFTWARE**

**HARDWARE:**

TWO (2) Servers housed at Ferguson Computer Center

- Shadow Server
- vCMR Test Server

(4) House at IS West (Atlas' Co-location):

- vCMR Web server
- vCMR DB server
- LAPHIL
- ELR Test Server

(6) Server currently located at Atlas Development:

- |                     |                            |
|---------------------|----------------------------|
| • LAPHFAX           | (Fax server)               |
| • LAPHLWWEB         | (Labworks web server)      |
| • DB37              | (Labworks database server) |
| • LAPHECIDB         | (ECI Web server)           |
| • LAPHECIWEB        | (ECI Web server)           |
| • DISASTER RECOVERY | (Off-site to Las Vegas)    |

**vCMR SOFTWARE:**

1. vCMR (Visual Confidential Morbidity Report) Software
2. WebvCMR

**ATLAS DEVELOPMENT  
HARDWARE, SOFTWARE AND  
THIRD PARTY SOFTWARE**

**ATLAS HARDWARE:**

1. Watchguard Firebox Firewall System

**CONTRACTOR SOFTWARE:**

1. Atlas Development Deployment System (ADDS- Proprietary)
2. Advanced Results Notification and On-Line Delivery (ARNOLD - Proprietary)
3. Enhanced Case Investigation (ECI – Proprietary)
4. LabWorks (Proprietary)

**TRANSFER SOFTWARE:**

1. Freedom

**THIRD PARTY SOFTWARE:**

1. InterSystems Cache
2. Mellissa Data (Proprietary)

12/21/2006		93.283		DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLIC HEALTH SERVICE CENTERS FOR DISEASE CONTROL AND PREVENTION  <b>NOTICE OF COOPERATIVE AGREEMENT</b>  AUTHORIZATION (LEGISLATION/REGULATION) PHS301(A)317(K)(1)(2)319 42USC241(A)																	
1. SUPERSEDES AWARD NOTICE DATED 11/16/2006 EXCEPT THAT ANY ADDITIONS OR RESTRICTIONS PREVIOUSLY IMPOSED REMAIN IN EFFECT UNLESS SPECIFICALLY RESCINDED.																					
4. GRANT NO. U90/CCU917012-07-3		5. ADMINISTRATIVE CODES CCU90																			
6. PROJECT PERIOD FROM 08/31/2005		THROUGH 08/30/2010																			
7. BUDGET PERIOD FROM 08/31/2006		THROUGH 08/30/2007																			
3. TITLE OF PROJECT (OR PROGRAM) <b>PUBLIC HEALTH PREPAREDNESS AND RESPONSE FOR BIOTERRORISM</b>																					
9. GRANTEE NAME AND ADDRESS LOS ANGELES CO DEPT OF HLTH SERVICES MEDICAL DIRECTOR, PUBL HLTH PROG & SVCS 313 N FIGUEROA STREET, ROOM 227 LOS ANGELES, CA 90012				10. DIRECTOR OF PROJECT (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR) JONATHAN FIELDING, MD, DIRECTOR LOS ANGELES CO DHS 313 N FIGUEROA STREET, RM 909 LOS ANGELES, CA 90012																	
11. APPROVED BUDGET (EXCLUDES PHS DIRECT ASSISTANCE)  PHS GRANT FUNDS ONLY TOTAL PROJECT COSTS INCLUDING GRANT FUNDS AND ALL OTHER FINANCIAL PARTICIPATION (PLACE NUMERAL ON LINE) <u>I</u>				12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE  A. AMOUNT OF PHS FINANCIAL ASSISTANCE (FROM 11.U).....\$ 30,543,506 B. LESS UNOBLIGATED BALANCE FROM PRIOR BUDGET PERIODS...\$ 0 C. LESS CUMULATIVE PRIOR AWARD(S) THIS BUDGET PERIOD...\$ 30,543,506 D. AMOUNT OF FINANCIAL ASSIST. THIS ACTION \$ 0																	
SALARIES AND WAGES.....\$ 9,081,153 FRINGE BENEFITS.....\$ 4,232,969 TOTAL PERSONNEL COSTS.....\$ 13,314,122 CONSULTANT COSTS.....500 EQUIPMENT.....2,953,173 SUPPLIES.....1,483,918 TRAVEL.....434,936 PATIENT CARE-INPATIENT.....0 PATIENT CARE-OUTPATIENT.....0 ALTERATIONS AND RENOVATIONS.....0 OTHER.....678,393 CONSORTIUM/CONTRACTUAL COSTS.....9,467,240 TRAINEE RELATED EXPENSES.....0 TRAINEE STIPENDS.....0 TRAINEE TUITION AND FEES.....0 TRAINEE TRAVEL.....0 TOTAL DIRECT COSTS.....\$ 28,332,282 INDIRECT COSTS ( 0.00 % OF S&W/TADC) \$ 2,211,224 13. TOTAL APPROVED BUDGET.....\$ 30,543,506 SBIR FEE.....\$ 0 FEDERAL SHARE.....\$ 30,543,506 NON-FEDERAL SHARE.....\$ 0				13. RECOMMENDED FUTURE SUPPORT (SUBJECT TO THE AVAILABILITY OF FUNDS AND SATISFACTORY PROGRESS OF THE PROJECT) <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>BUDGET YEAR</th> <th>TOTAL DIRECT COSTS</th> <th>BUDGET YEAR</th> <th>TOTAL DIRECT COSTS</th> </tr> </thead> <tbody> <tr> <td>A. 8</td> <td>27,439,038</td> <td>D. 0</td> <td>0</td> </tr> <tr> <td>B. 9</td> <td>27,439,038</td> <td>E. 0</td> <td>0</td> </tr> <tr> <td>C. 10</td> <td>27,439,038</td> <td>F. 0</td> <td>0</td> </tr> </tbody> </table> 14. APPROVED DIRECT ASSISTANCE BUDGET (IN LIEU OF CASH) A. AMOUNT OF PHS DIRECT ASSISTANCE.....\$ 634,930 B. LESS UNOBLIGATED BALANCE FROM PRIOR BUDGET PERIODS...\$ 0 C. LESS CUMULATIVE PRIOR AWARDS FROM THIS BUDGET PERIOD \$ 634,930 D. AMOUNT OF DIRECT ASSISTANCE THIS ACTION \$ 0  15. PROGRAM INCOME SUBJECT TO 45 CFR PART 74, SUBPART F, OR 45 CFR 92.25, SHALL BE USED IN ACCORDANCE WITH ONE OF THE FOLLOWING ALTERNATIVES: (SELECT ONE AND PUT LETTER IN BOX.) A. DEDUCTION B. ADDITIONAL COSTS C. MATCHING D. OTHER RESEARCH (ADD/DEDUCT OPTION) E. OTHER (SEE REMARKS) <span style="border: 1px solid black; padding: 2px; float: right;">B</span>		BUDGET YEAR	TOTAL DIRECT COSTS	BUDGET YEAR	TOTAL DIRECT COSTS	A. 8	27,439,038	D. 0	0	B. 9	27,439,038	E. 0	0	C. 10	27,439,038	F. 0	0
BUDGET YEAR	TOTAL DIRECT COSTS	BUDGET YEAR	TOTAL DIRECT COSTS																		
A. 8	27,439,038	D. 0	0																		
B. 9	27,439,038	E. 0	0																		
C. 10	27,439,038	F. 0	0																		
REMARKS (OTHER TERMS AND CONDITIONS ATTACHED - YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>  SPONSOR: *IDC RATE BASE: SEE ATTACHED				THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE PHS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: A. THE GRANT PROGRAM LEGISLATION CITED ABOVE. B. THE GRANT PROGRAM REGULATION CITED ABOVE. C. THIS AWARD NOTICE INCLUDING TERMS AND CONDITIONS, IF ANY, NOTED BELOW UNDER REMARKS. D. PHS GRANTS POLICY STATEMENT INCLUDING ADDENDA IN EFFECT AS OF THE BEGINNING DATE OF THE BUDGET PERIOD. E. 45 CFR PART 74 OR 45 CFR PART 92 AS APPLICABLE. IN THE EVENT THERE ARE CONFLICTING OR OTHERWISE INCONSISTENT POLICIES APPLICABLE TO THE GRANT, THE ABOVE ORDER OF PRECEDENCE SHALL PREVAIL. ACCEPTANCE OF THE GRANT TERMS AND CONDITIONS IS ACKNOWLEDGED BY THE GRANTEE WHEN FUNDS ARE DRAWN OR OTHERWISE OBTAINED FROM THE GRANT PAYMENT SYSTEM.																	

PHS GRANTS MANAGEMENT OFFICER (SIGNATURE) 		(NAME-TYPED/PRINT) SHARON H. ROBERTSON		(TITLE) GRANTS MANAGEMENT OFFICER	
7. OBJ. CLASS. 41.51		18. CRS.EIN: 1-956000927-A1		19. LIST NO.: CS-036-E07	
FY-CAN		DOCUMENT NO.	ADMINISTRATIVE CODE	AMT. ACTION FIN. ASST	AMT. ACTION DIR. ASST
0.A	B.	C.	D.	E.	
1.A	B.	C.	D.	E.	
2.A	B.	C.	D.	E.	

PHS-5152-1 (CONTINUED)

DATE ISSUED.....: 12/21/2006  
GRANT NO.....: U90/CCU917012-07-3  
APPROVAL LIST NO: CS-036-E07

FY CAN	DOCUMENT NO.	ADM.CODE	FIN.ASST	DIR.ASST
-----	-----	-----	-----	-----

DIRECT ASSISTANCE BUDGET:  
=====

PERSONAL SERVICE:	0
TRAVEL.....:	0
VACCINE.....:	0
OTHER SERVICE....:	634,930



**NOTICE OF COOPERATIVE AGREEMENT**

(Continuation Sheet)

PAGE 2 OF 2

DATE ISSUED **DEC 21 2006**

AWARD NO.

**U90/CCU917012-07-3****Los Angeles****ADDITIONAL TERMS AND CONDITIONS**

The purpose of this amended Notice of Award is to redirect funds as reflected on the chart below and on the attached spreadsheet. This amendment is based on the review of your correspondence dated November 3, 2006, as found in the Management Information System (MIS), Serial Number S1107. Budget changes take place within Base and CRI funding.

Budget Category	Original	Redirection	Revised Award
Personnel	\$ 9,138,932	\$ (57,779)	\$ 9,081,153
Fringe Benefits	\$ 4,241,472	\$ (8,503)	\$ 4,232,969
Consultant	\$ 500	\$ -	\$ 500
Equipment	\$ 2,953,173	\$ -	\$ 2,953,173
Supplies	\$ 1,477,668	\$ 6,250	\$ 1,483,918
Travel	\$ 426,145	\$ 8,791	\$ 434,936
Other	\$ 810,471	\$ (132,078)	\$ 678,393
Contractual	\$ 9,250,774	\$ 216,466	\$ 9,467,240
Total Direct Costs	\$ 28,299,135	\$ 33,147	\$28,332,282
Indirect Costs	\$ 2,244,371	\$ (33,147)	\$ 2,211,224
Total Approved Budget	\$ 30,543,506	\$ -	\$30,543,506

Note: Restriction for the Environmental Health Technician remains (\$27,311) – function for this position does not justify 100% of PHEP funds.

**All other terms and conditions remain the same.**

**PLEASE REFERENCE YOUR AWARD NUMBER ON ALL CORRESPONDENCE.**

## ATTACHMENT 1

## Los Angeles

## Public Health Emergency Preparedness--Program Announcement AA154-Budget Period 07

	BASE	EWIDS	CRI	PAN FLU	Total
<b>Financial Assistance</b>					
Personnel	\$ 8,830,592	\$ -	\$ 250,561	\$ -	\$9,081,153
Fringe	\$ 4,123,622	\$ -	\$ 109,347	\$ -	\$4,232,969
Consultant	\$ 500	\$ -	\$ -	\$ -	\$500
Equipment	\$ 64,700	\$ -	\$ 743,473	\$ 2,145,000	\$2,953,173
Supplies	\$ 594,120	\$ -	\$ 7,680	\$ 882,118	\$1,483,918
Travel	\$ 423,354	\$ -	\$ 11,582	\$ -	\$434,936
Other	\$ 364,328	\$ -	\$ 296,065	\$ 18,000	\$678,393
Contracts	\$ 3,557,808	\$ -	\$ 1,956,923	\$ 3,952,509	\$9,467,240
Total Direct Cost	\$ 17,959,024	\$ -	\$ 3,375,631	\$ 6,997,627	\$28,332,282
Total Indirect Cost	\$ 2,150,338	\$ -	\$ 60,886	\$ -	\$2,211,224
<b>TOTAL--FA</b>	<b>\$ 20,109,362</b>	<b>\$ -</b>	<b>\$ 3,436,517</b>	<b>\$ 6,997,627</b>	<b>\$30,543,506</b>
<b>Direct Assistance</b>					
Personnel	\$ -	\$ -	\$ -	\$ -	\$0
Travel	\$ -	\$ -	\$ -	\$ -	\$0
Other	\$ 634,930	\$ -	\$ -	\$ -	\$634,930
<b>TOTAL--DA</b>	<b>\$ 634,930</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$634,930</b>
<b>TOTAL AWARD</b>	<b>\$ 20,744,292</b>	<b>\$ -</b>	<b>\$ 3,436,517</b>	<b>\$ 6,997,627</b>	<b>\$31,178,436</b>